

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 5 PAGES

| | | | |
|---|--|---|---|
| 2. AMENDMENT/MODIFICATION NO.: <div style="text-align: center;">03</div> | 3. EFFECTIVE DATE <div style="text-align: center;">1/3/06</div> | 4. PURCHASE REQUISITION NO.: | 5A. SOLICITATION/CONTRACT/PROJECT TITLE 5B. PROJECT NO (If applicable) |
| 6. ISSUED BY <div style="text-align: center;">ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515</div> | | 7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Christopher Blumberg Second and "D" Streets, S.W. Washington, DC 20515 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | X | 9A. AMENDMENT OF SOLICITATION NO. 050019 9B. DATED (See Item 11) September 26, 2005 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (See Item 13) |

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|--|---|
| Check One | |
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1) |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |
| E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office. | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME OF CONTRACTING OFFICER (Type or print) |
| 15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign) | 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer) |
| | 16C. DATE SIGNED |

AMENDMENT NO.: 03 Solicitation No.: 050019

This amendment is issued as follows:

- 1) The last day to submit additional questions is changed from January 6 to January 17, 2006.
- 2) Section J.6.16, which was originally marked as “Pending”, is provided on a separate “disk” which will be mailed under separate cover.
- 3) A revised CVC Servery Drawing under Section J.4.2 CVC Exhibits, Servery Drawings, is provided on a separate “disk” which will be mailed under separate cover.
- 4) AOC Clause RIGHT OF FIRST REFUSAL OF EMPLOYMENT (A0C) (NOV 2002) is deleted from this RFP at section I.3.
- 5) The following contract pages shall be removed and replaced. The replaced pages contain black lines in the right hand margin which indicate text that has been changed.

| Remove Page(s) | Insert Pages |
|----------------|--------------|
| C-9 | C-9 |
| C-14 | C-14 |
| C-15 | C-15 |
| C-16 | C-16 |
| C-21 | C-21 |
| C-22 | C-22 |
| C-25 | C-25 |
| I-50 | I-50 |
| L-85 | L-85 |
| L-86 | L-86 |
| L-87 | L-87 |
| L-88 | L-88 |
| L-91 | L-91 |
| L-92 | L-92 |
| L-93 | L-93 |
| L-95 | L-95 |

6) Provide responses to the following questions:

a) On page C-22 of the RFP, Section C.3.1.7 says sales prices for vending at the Senate are included in Section J.6.11. We could not find these prices.

Response

Pricing for vending products is added to J.6.11 and is attached to this Amendment.

b) Page C-25, Section C.4.3.5 states “...successor Contractor may reimburse Contractor the amortized capital cost...”. Did you intend to say unamortized?

Response

Yes, unamortized is correct. This change is reflected in on Page C-25, Section C.4.3 (5).

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c) The GAO financial audit at the Senate lists Vending and Other Commissions as one revenue line item. What revenue is included other than vending commissions?

Response

The commissions from the three contractors providing vending and KSC Inc. doing business as Cups and Company of Washington, D.C. are included in Senate Vending and Other Commissions.

d) Does requirement # L.11.8.6.k on page L-89 in the first line mean describe any National Brands?

Response

The first line means local, regional, and national brands.

e) Regarding item # L.11.8.7.i, possible water service, on page L-91, will this be exclusive and what are the current quantities at each of the facilities?

Response

If water service were to be provided, it would be exclusive for events/meetings where water set up is the only food and beverage requirement. There is no information available as to current quantities of water only provided for events/meetings. The Entities would like to see a proposal for this service if it were to be provided by the selected contractor.

f) What is the salary of the Executive Chef in the Senate that must be retained by the contractor if awarded the contract?

Response

The annual salary, based on a 40 hour work week, for the Executive Chef for Senate Restaurants that must be retained by the contractor is \$75,460.

g) Please confirm that all costs associated with Security Clearances and background investigations will be born by the entities

Response

The Government performs a background suitability check. The costs are borne by the Government.

h) Please provide a copy of the current and or proposed Collective Bargaining Agreement for each respective entity as is applicable for food service operations.

Response

The current Collective Bargaining Agreement(s) for the House are added to J.5.19 and will be provided on a separate "disk", which will be mailed under separate cover.

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i) Page L-85, Section L.11.4.3 asks us to divide Section C of the proposal into a, b and c, representing the Capitol Visitor Center, US House of Representatives and US Senate. However, this does not match page L-86, Section L.11.8.3 that instructs us to divide Section C into a, b, c, d and e, with the House and Senate in different order. Please clarify.

Response

In response to this question and request for additional, more in-depth information regarding submitting the financial information for the proposal, revisions have been made in Amendment 3 of the RFP as follows:

Page C-9, Section C.1.2 (1) (h)
 Pages C-14 to 15, Section C.2.1 (3)
 Page C-16, Section C.2.1 (7)
 Page C-21, Section C.3.1 (3)
 Page C-22, Section C.3.1 (7)
 Page C-22, Section C.3.2
 Page C-25, Section C.4.1
 Page L-85, Section L.11.4 (3)
 Pages L-86 to 87, Section L.11.8 (2) (3) (4)
 Page L-88, Section L.11.8 (6) (c)
 Page L-91, Section L.11.8 (7) (d)
 Page L-92, Section L.11.8 (8) (d)
 Page L-92 to 93, Section L.11.8 (9) (a) (1) (2) (3)
 Page L-95, Section L.11.8 (9) (n)

j) As is found in many U.S. Government food service contracts, will the AOC consider incorporating a termination clause that provides either party the right to terminate the contract with a predefined advance notification?

Response

The RFP contains clauses FAR 52.249-2 (Termination for Convenience of the Government Fixed-Price), FAR 52.249-8 (Default Fixed-Price Supply and Service), and HC.9.012 (Termination) in the RFP. These clauses discuss the issue of termination by the Government. Separate remedies are available to contractors if the Government is in breach of the contract.

k) Can a disputes clause similar to the FAR Disputes Clauses be incorporated into the contract(s) that allows disputes to be brought to a federal court?

Response

The RFP currently contains the Disputes clauses that will be incorporated into the contract(s).

l) What is the AOC's policy on releasing Contractor's confidential information pursuant to requests by third parties? The RFP is not clear on this point.

Response

The AOC is not subject to Freedom of Information Act (FOIA); however, the AOC follows the guidance provided under FAR Part 24.2 - Freedom of Information Act.

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m) Please identify the applicable taxes collected from patrons and cognizant tax jurisdiction.

Response

There is no sales tax or any other taxes collected from patrons utilizing the food service facilities or hosting an event in the venues for the CVC, House, and Senate.

n) Please identify by facility if the kitchen equipment is Gas or Electric.

Response

All kitchen equipment for the CVC, House, and Senate are electric.

J.6.11 Amendment

The following Vending Price List is added to Section J.6.11 Senate Exhibits, Vending Machine Types and Locations.

VENDING PRICE LIST

Beverages

| | |
|------------------------|------|
| Canned Soda | .75 |
| Bottled Water | 1.25 |
| Bottled Soda | 1.25 |
| Bottled Juice | 1.25 |
| Red Bull | 2.50 |
| Coffee, Regular, Small | .40 |
| Coffee, Regular, Large | .50 |
| Gourmet Coffee, Small | .75 |
| Gourmet Coffee, Large | 1.00 |

Confection

| | |
|-------------------|------------|
| Chips | .85 |
| Candy and Cookies | .75 |
| Candy, Large | 1.00, 1.25 |
| Gum and Mints | .55 |
| Large Snack | .80 |
| Pastry | 1.00 |
| Entemann's | 1.00 |
| Beef Jerkey | 1.25 |
| Pringles | 1.00 |
| Micro Popcorn | 1.00 |

| | |
|-----------|-----------------------|
| Ice Cream | 1.00, 1.25, 1.50, 2.0 |
|-----------|-----------------------|

Refrigerated

| | |
|-----------|-------------|
| Cold Food | 1.25 → 3.25 |
| Milk | 1.25 |

minimized. Capitol Hill staff shall have available limited take-out of food and beverages.

- (f) The menu should include high quality, healthy, reasonably priced entrees, sandwiches, salads, soup, beverages, desserts and snack items found in similar foodservice operations at local high quality and dignified public buildings in the Washington D.C. area. Menu selections should include items that are reflective of a cross-section of cuisines and will appeal to a diverse tourist population (ethnic menus). A comprehensive healthy menu with pricing and portions for children is important.
- (g) Beer and wine will not be sold in the CVC restaurant.
- (h) Pricing must be reasonable, consistent and comparable with similar family and tourist-oriented foodservice operations in public buildings in the Washington, D.C. area. Use Pricing Submittal Form - RFP Section J.7.16.
- (i) There are no vending machines contemplated for the CVC at this time. This does not preclude the possibility that there might be snack/beverage machines installed. If installed, these will be for 200-250 staff only, potentially located in the House and Senate expansion spaces. If installed the vending machines will be part of the CVC Contract.
- (j) Tour groups are a large part of the visitors to Capitol Hill, and the Contractor will have the opportunity to pre-sell meals to this segment of the market. There are separate but contiguous dining areas in the CVC foodservice location. Depending on volume, groups may be served pre-sold box lunches or may go through the restaurant servery. Currently most tour groups dine in the Longworth Food Court. Tour group visitation is so strong that at times the number of tour groups must be restricted. With the addition of the new CVC building and restaurant this should increase overall tour group foodservice capacity.
- (k) The Contractor will be responsible for providing the capital required over and above the \$286,000 allocation to purchase and install the servery equipment for recommended changes to equipment provided in original design. Part of the Contractor's proposal for the CVC will include a complete servery foodservice design. The AOC will approve the Contractor's servery (equipment behind the serving lines) design. Section J.4.4 contains AOC equipment standards.

“House Bean Soup” is a historical menu item that is featured in the majority of the House dining areas and must be continued under a new foodservice contract.

.1 Restaurants

(1) Cafeterias, Restaurants, and Convenience Store

Sections J.5.7-.8 and J.5.23 contain additional sales-related information.

(2) Days & Hours of Operation

For the purposes of proposals the Contractors should use the current days and hours of operation.

U.S. House of Representatives Monday through Friday
Cannon Carryout – 7:30 am to 4:00 pm (in session)
Capitol Carryout - 7:30 am to 7:00 pm (in session)
Capitol Scoops – 7:30 am to 5:00 pm (in session)
Ford Cafeteria – 7:00 am to 3:00 pm (in session)
Ford Carryout – 8:00 am to 4:00 pm (in session)
Longworth Convenience Store – 9:00 am to 6:00 pm (in session)
Longworth Food Court – 7:30 am to 2:30 pm (in session)
Members’ Dining Room – 8:00 am to 3:00 pm (in session)
Rayburn Cafeteria – 7:30 am to 2:30 pm (in session)
Rayburn Deli – 11:00 am to 7:00 pm

A sample House calendar and holiday schedule can be found on the House website: www.house.gov. The House foodservice facilities operate under reduced operating hours when the House is not in session.

Exceptions to the standard days and hours of operation:

- (a) On occasion the Members’ Dining Room is open late in the evening or early morning hours. The terms and conditions are subject to the mutual agreement of the Contractor and the House.
- (b) On occasion one or more foodservice points of sale are open on a weekend.

(3) Menus & Product Pricing (all service areas)

Proposals will be based on multiple pricing models as follows:

- (a) “As Is/Current” pricing and portions for similar items in all areas;
- (b) “Proposed” pricing—comparable to similar retail foodservice operations in public buildings in Washington, D.C. with similar

- cafeterias, catering, food courts and/or quick service operations;
- (c) Optional: Pricing for an optional operations and facilities plan that includes renovations proposed by the Contractor of House foodservices ("Renovated" in financial submittal worksheets, RFP Section J.7);
- (d) Debitex or similar program available for purchase with a percentage discount; and
- (e) House Members' Dining Room based on current pricing.

Current menus, menu pricing, product listings and product pricing are available for review in Sections J.5.9-10, and J.5.23.

Historical financial data and related information on the Debitex card system currently only in use by the House, is included in Section J.5.18.

(4) Menus, Product Variety, Marketing & Merchandising

Contractors are encouraged to use creativity, innovation and current foodservice trends to recommend menu programs, merchandising and point of sale marketing that will optimize service, quality and variety for all customers/user groups on Capitol Hill. Any reasonable program or concept will be considered. Brands can be used provided signage, logos, trade dress, etc. are conservatively displayed, in good taste and subject to prior review and approval.

This includes any agreed upon promotional efforts, creating electronic applications for use on the House Intranet and any reasonable advertising and marketing to support high quality service.

(5) Human Resources Considerations

A labor summary is listed in Section J.5.19 and J.5.24 as it relates to collective bargaining and/or the displaced worker ordinance for the House Contract.

All incumbent foodservice staff members are subject to the 'Displaced Workers ordinance: DC Stat 32-101 et seq'.

All new and current foodservice staff, both hourly and management are subject to House security requirements as indicated in the Standard Terms and Conditions of this Contract.

(6) Financial History & Related Data

Section J.5.5 includes available sales and statistical data covering all the various points of sale and services covered under these contracts.

The House will provide telephone equipment at Contractors' expense. Cost is anticipated to be \$30,000 annually.

(7) Vending Machines

Details regarding Vending Machines, including related statistical information such as sales prices, are listed in Section J.5.12.

Proposals will be based on the following three models:

- (a) Replacing all current vending machines on a one-for-one, identical and like kind basis with no changes to items available or pricing ("Current" in financial submittal forms);
 - (b) Replacing all current vending machines on a one-for-one, identical and like kind basis with proposed changes to items available and/or pricing ("Proposed" in financial submittal forms); and
- Optional: Replacing current vending machines with Contractor-recommended vending machines, enabling Contractors to propose adjustments to items available, pricing, and/or the number and type of machines in each location ("Renovated" in financial submittal forms).

(8) Debitek (or similar programs) & Credit Cards

Debitek or similar program will continue to be used in the House as described in this RFP.

There is some use of credit cards in the House. The House is open to expanded use of credit cards in all areas, such use and applications subject to prior review and written approval.

.2 Catering Services

Food, beverage and alcoholic beverage catering will be non-exclusive to the Contractor in the following meeting rooms for the House:

- H-327
- HC-5
- HC-6
- HC-7
- HC-8

These rooms are controlled by the Speaker of the House and will remain non-exclusive catering venues. It should be noted, however, that the Speaker of the House Special Event representatives have indicated a preference to use the onsite foodservice Contractor if it can provide the quality, variety and appropriate price points, because it is much easier to work onsite due to security issues involved with bringing in an off-premise caterer.

An example of catering food and beverage activity for the Speaker of the House Special Events Office, where the meeting rooms are non-exclusive, is contained in Section J.5.16.

Over and above the meeting rooms listed above, catering services in the House will be exclusive to the Contractor, with possible exceptions.

(3) Menus & Product Pricing (all service areas)

Proposals will be based on multiple pricing models as follows:

- (a) “As Is/Current” pricing and portions for similar items in all areas;
- (b) “Proposed” pricing—comparable to similar retail foodservice operations in public buildings on the Mall in Washington, D.C. with similar cafeterias, catering, food courts and/or quick service operations;
- (c) Optional: Pricing for an optional operations and facilities plan that includes renovations proposed by the Contractor of Senate foodservices (“Renovated” in financial submittal worksheets, RFP Section J.7); and
- (d) Senate Dining Room based on current pricing.

Current menus, product listings and pricing are available for review in Section J.6.9.

(4) Menus, Product Variety, Marketing & Merchandising

Contractors are encouraged to use creativity, innovation and current foodservice trends to recommend menu programs, merchandising and point of sale marketing that will optimize service, quality and variety for all customers and users on Capitol Hill. Any reasonable program or concept will be considered. Brands can be used provided signage, logos, trade dress, etc. are conservatively displayed in good taste and subject to prior review and approval.

This includes any agreed upon promotional efforts, creating electronic applications for use on the Senate Intranet and any reasonable advertising and marketing to support high quality service.

(5) Human Resources Considerations

See Section J.3.31 for additional information as it relates to displaced workers for the Senate contract.

A labor summary is listed in Section J.6.16 as it relates to displaced workers for the Senate contract.

All new and current foodservice staff, both hourly and management, are subject to Senate security requirements, as indicated in the Terms and Conditions of the Contract.

(6) Financial History & Related Data

Section J.6.5 includes available sales and statistical data covering all the various points of sale and services covered under these contracts.

The Senate will provide telephone equipment (hardware), local service and LAN drops. The contractor will be responsible for long distance services.

(7) Vending Machines

Vending Machines and related statistical information including sales prices is listed in Section J.6.11.

Proposals will be based on the following three models:

- (a) Replacing all current vending machines on a one-for-one, identical and like kind basis with no changes ("Current" in financial submittal forms);
- (b) Replacing all current vending machines on a one-for-one, identical and like kind basis with proposed changes to items available and/or pricing ("Proposed" in financial submittal forms); and
- (c) Optional: Replacing current vending machines with Contractor-recommended vending machines, enabling Contractors to propose adjustments to items available, pricing, and/or the number and type of machines in each location ("Renovated" in financial submittal forms).

(8) Credit Cards

There is some use of credit cards in the Senate. The Senate is open to expanded use of credit cards in all areas, such use and applications are subject to prior review and written approval.

.2 Catering Services

The Rotunda in the Capitol and the Great Hall in the CVC are nonexclusive rooms for catering as are the catered events which occur in these rooms.

All other events are exclusive for catering with exceptions for certain events as determined by the Committee on Rules and Administration.

Listed below are three scenarios by which catering and events occur on the Senate side, with an indication of whether these events are exclusive or nonexclusive to the Contractor:

Traditional Senate Events (i.e. Spouse's Dinner) – nonexclusive catering
Senate Member Events – nonexclusive catering
Senate Member Sponsored Events - exclusive catering

Additional information regarding the number of events for each scenario, criteria, and process utilized to determine which events are considered traditional Senate events and Senate Member events as opposed to Senate Member sponsored events, to the extent that it is available, can be found in J.6.14.

Over and above the two nonexclusive scenarios listed above, catering services in the Senate will be exclusive to the Contractors as listed below.

Some of the points of sale facilities in the Senate and House are relatively new and modern while some are older and in need of updating and renovation. The AOC is open to optional proposals that reflect Contractors providing the capital to renovate some of the outdated facilities in the Senate and House. In this regard, these optional proposals should address renovations to as many of the facilities as Contractor wants to propose, at Contractor cost and expense.

.2 Subsidies and/or Appropriation to Subsidize RFP Services

Note that this RFP assumes no direct dollar subsidy over and above the space(s); utilities and fixed equipment (see 'Operating Responsibilities' in Sections J.4.5, J.5.4, J.5.22 and J.6.4).

.3 Capital Investment

- (1) The Entities will provide all the facilities listed in this RFP in an 'as-is' condition at the commencement of this Contract. The Contractor agrees to accept these facilities in the "as-is" condition for performance of this Contract.
- (2) Contractors may propose making a capital investment in physical, permanent improvements in one or more of the facilities (over and above the required capital investment in the CVC server). All such physical changes, improvements and furniture, fixtures and equipment, when completed, become the property of the Entities.
- (3) Contractor will be required to provide the capital investment to complete the CVC server equipment purchase and installation as detailed under CVC in Section J.4.2 of this RFP document. This capital investment will be subject to amortization and possible reimbursement or "buy-back" as detailed below and is referred to as "capitalized equipment."
- (4) Capital investments by Contractor will be approved in advance by the appropriate Entity and amortized straight-line, non-interest bearing basis over a period not to exceed seven years. A shorter or longer amortization period, depending on the total dollar amount of the Contractor's capital investment, may be proposed by the Contractor and will be considered by the Entities.
- (5) In the event of contract termination by one of the Entities for other than a material breach of the Contract by Contractor, the appropriate Entity or successor Contractor may reimburse Contractor the unamortized capital cost for the capitalized equipment. Upon receipt of reimbursement, the Contractor shall convey clear title to the capitalized equipment to the Entity or successor Contractor.

- .3 This clause is not intended to prevent the Contractor from providing contract information or data which the Contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.
- .4 The Contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the Contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

I.3 DELETED

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

- .1 The Government may extend the term of this Contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 months before the contract expires. The preliminary notice does not commit the Government to an extension.
- .2 If the Government exercises this option, the extended contract shall be considered to include this option clause.
- .3 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 21 years.

(End of clause)

the Request for Proposal, attended the Pre-Proposal Meeting, toured the premises and is in agreement with all the terms and conditions outlined in this document. This cover letter shall be signed by a company officer/owner who is authorized to bind the company to all commitments made in the proposal.

.4 Table of Contents & Page Numbers

- (1) Submit the SOLICITATION, OFFER AND AWARD Form (original signature required in Block 15).
- (2) Provide a Table of Contents reflecting Sections PROPOSAL SECTIONS C and D and sub-sections as follows. The Table of Contents and all pages should be numbered.
- (3) PROPOSAL SECTION C should be divided as follows:
 - (a) Capitol Visitor Center
 - (b) U.S. Senate
 - (c) U.S. House of Representatives

Each section of PROPOSAL SECTION C should then be subdivided with responses provided for each individual point of sale (restaurant, cafeteria, convenience store, etc.) in the same order detailed in Section L.11.8 (3) of the RFP.

- .5 Following the Table of Contents, and preceding PROPOSAL SECTION C, provide a comprehensive Executive Summary of your entire proposal in a bullet-point format. The Executive Summary should provide condensed highlights of your proposal in sufficient detail for the reader to fully understand the scope and intent of your proposal.
- .6 For PROPOSAL SECTIONS C & D be certain that you include a response for each section and sub-section, even if the response is "not applicable" or "does not apply" to your proposal.
- .7 Include any material (i.e. training manuals, check lists, etc.) that directly relates to your proposal at the end of PROPOSAL SECTION C.
- .8 PROPOSAL SECTION C - Operational Plan and Proposed Services:

The plan should include, but is not limited to, the following elements:

- Concept and operating description
- Creativity and imagination in all areas
- Renovation and capital investment where needed
- Organizational structure in support of specific needs
- Menus, products, portions, merchandise and services to be offered
- Price schedules and pricing policies

- Transition strategy
- Employee staffing and training plans
- Experience of proposed onsite management
- Customer service
- Alignment to the Entities' needs and goals
- Marketing, promotion and advertising strategies
- Environmental awareness, conservation and recycling

When responding to the following points please note:

- (1) Your proposal should be based on starting services as follows (realizing that this timing is subject to change):
- | | |
|-------------|-------------------------------|
| June 2006 | Contract Award (s) |
| Fall 2006 | CVC Foodservice Begins |
| Winter 2007 | House New Foodservice Begins |
| Winter 2007 | Senate New Foodservice Begins |

- (2) Note: If your company is proposing renovations (this is optional and not a requirement), provide in addition to your "Current" and "Proposed" submittals for House and Senate services, a description of the proposed renovations for the Senate and House services within your submittal marked "Renovated". Please make it clear in your submittal which facilities are proposed to be renovated.. The definition of "renovations" includes physical, permanent improvements to equipment and facilities and does not include cosmetic improvements that can easily be installed and removed.

If your company is *not* proposing renovations and capital expenditures for renovations on House and/or Senate foodservice facilities, then you are requested to propose on:

- "Current" services, and
- "Proposed" services (operational and/or menu price changes from "Current" and only modest cosmetic renovations to facilities).

Please state clearly in your Section C submittal that your company is *not* proposing facility renovations and, hence, no "Renovated" operational plan or financial submittal is included in your company's proposal.

Where your company's Section C submittal describes identical operations, menus, or pricing for the different scenarios – "Current", "Proposed", "Renovated" (*optional*) – you may repeat the proposal text in each sub-section, as appropriate. Each sub-section of the Section C submittal – "Current", "Proposed", "Renovated" (*optional*) – must be complete in addressing the full extent of services described in the RFP.

PROPOSAL SECTION C of your proposal must include sub-sections as follows (other than those marked *optional*):

- (3) PROPOSAL SECTION C of your proposal must include sub-sections as follows (other than those marked *optional*):
- (a) Capitol Visitor Center
- 1) Restaurant
 - 2) Catering
- (b) U.S. Senate: Current
- | | |
|------------------------------------|-------------------------|
| 1) Capitol Carry Out | 6) Refectory |
| 2) Catering Services | 7) Senate Dining Room |
| 3) Dirksen North Servery | 8) The Hart Senate Chef |
| 4) Dirksen South Buffet | 9) The Hart Sundry Shop |
| 5) Dirksen South Convenience Store | 10) Vending Machines |

U.S. Senate: Proposed

- | | |
|------------------------------------|-------------------------|
| 1) Capitol Carry Out | 6) Refectory |
| 2) Catering Services | 7) Senate Dining Room |
| 3) Dirksen North Servery | 8) The Hart Senate Chef |
| 4) Dirksen South Buffet | 9) The Hart Sundry Shop |
| 5) Dirksen South Convenience Store | 10) Vending Machines |

U.S. Senate: Renovated (*Optional*)

- | | |
|------------------------------------|-------------------------|
| 1) Capitol Carry Out | 6) Refectory |
| 2) Catering Services | 7) Senate Dining Room |
| 3) Dirksen North Servery | 8) The Hart Senate Chef |
| 4) Dirksen South Buffet | 9) The Hart Sundry Shop |
| 5) Dirksen South Convenience Store | 10) Vending Machines |

(c) U.S. House of Representatives: Current

- | | |
|----------------------|--------------------------------|
| 1) Catering Services | 7) Longworth Convenience Store |
| 2) Cannon Carryout | 8) Longworth Food Court |
| 3) Capitol Carryout | 9) Members' Dining Room |
| 4) Capitol Scoops | 10) Rayburn Cafeteria |
| 5) Ford Cafeteria | 11) Rayburn Deli |
| 6) Ford Carryout | 12) Vending Machines |

U.S. House of Representatives: Proposed

- | | |
|----------------------|--------------------------------|
| 1) Catering Services | 7) Longworth Convenience Store |
| 2) Cannon Carryout | 8) Longworth Food Court |
| 3) Capitol Carryout | 9) Members' Dining Room |
| 4) Capitol Scoops | 10) Rayburn Cafeteria |
| 5) Ford Cafeteria | 11) Rayburn Deli |
| 6) Ford Carryout | 12) Vending Machines |

U.S. House of Representatives: Renovated (*Optional*)

- | | |
|----------------------|--------------------------------|
| 1) Catering Services | 7) Longworth Convenience Store |
| 2) Cannon Carryout | 8) Longworth Food Court |
| 3) Capitol Carryout | 9) Members' Dining Room |
| 4) Capitol Scoops | 10) Rayburn Cafeteria |
| 5) Ford Cafeteria | 11) Rayburn Deli |
| 6) Ford Carryout | 12) Vending Machines |

- (4) When responding to each section (a-c, above), respond to each of the points listed below in each main category of foodservice, convenience store, vending machine, etc. Under "Current" and "Proposed" for the Senate and House be sure to respond completely for all points of sale covered in your proposal. Under "Renovated" address all points of sale, including those where you are proposing renovations.
- (5) All pricing (menus, vending machine and convenience store) requested is based on 2006 dollars with the assumption that pricing will not increase more than

normal cost of living increases between the date of your proposal submission and the start date of the respective contract.

(6) Foodservice Locations

- (a) Include proposed name of location if different than current.
- (b) Provide detailed written description of the proposed concept and operation for all day operations (breakfast, lunch and dinner).
- (c) Provide sample menus, prices and portions for breakfast, lunch, beverages, desserts and snacks, dinner, etc.). Menus should be complete and representative of all proposed food and beverage items (it is not necessary to provide cyclical or multi-week menus, unless such submission best represents your proposed operation). Include Children's Menus and with appropriate portions and price points. Pricing is to be based on three options: (1) Current menu prices for like items/portions ("Current"), (2) proposed menu prices comparable to retail pricing in similar public buildings and foodservice operations in Washington, D.C. serving similar customer demographics ("Proposed"), and (3) proposed menu pricing for an optional scenario reflecting proposed changes in operations and facilities ("Renovated"). Use the forms in Section J.7. Indicate if the (1), (2), and (3) menu prices will be the actual menu prices when you start service or if the pricing is subject to change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate specific calculation for any such changes. See Section C.2.1 (3) and C.3.1 (3) for additional details.
- (d) Indicate your ability to provide menus, promotional material, etc. that the Entities can put on the Intranet for staff use.
- (e) Confirm that you will operate the services on the same days and hours currently published. If you are proposing extended hours of operation, this can be discussed and presented but should not be the basis of your proposal at this time.
- (f) Saturday and/or Sunday Operations occur rarely in the House and Senate. State your proposed policy if the Senate and/or House ask(s) your company to open one or more points of sale on a Saturday, Sunday or Federal Holiday. Detail the proposed financial arrangements if different than what is proposed in response to PROPOSAL SECTION D.
- (g) If you are proposing different financial arrangements for the House Members' Dining Room or Senate Dining Room, include the specifics of 'only' your financial proposal in response to this item.
- (h) Confirm that you will comply with the 'Displaced Workers ordinance: DC Stat 32-101 et seq' and the Collective Bargaining Agreement currently in place for the House.

change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes.

For Senate catering only, (1) "Current" menu prices must include the current service charge as described in Section J.5.13 and (2) prices for your "Proposed" scenario and "Renovated" (optional) scenario must recognize the differences between Member and Member-Sponsored catered events described in Section J.5.13.

- (e) Describe your company's ability to provide menus and related information to put on Intranet for both informational and ordering purposes.
- (f) Describe your proposed method of billing for catering services, payment terms, discounts, if any, etc.
- (g) Describe the use and availability of local off-site kitchen support, if any. Include the address of the offsite kitchen support and indicate if it is owned by your company or by one of your clients. If client-owned, indicate that your client has approved the use of the kitchen.
- (h) Describe the source and training of staff for large catered events.
- (i) If the Entities wanted your company to provide water service for all meeting rooms, indicate how you would set this up, manage it and the associated cost.

If the Entities wanted your company to provide labor to set up a room prior to a catering event and take down the room after a catering event, indicate how you would manage it and the associated costs

State your in-house capabilities to provide simple, low budget meetings to fancy, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, small and large groups, etc. For the Senate only, state your capability to provide silver service for catered events.

- (j) If any part of catering will be provided through a Subcontractor, provide the name(s) of the firm(s) you will use, address, etc. and describe the role your company will play (operationally and financially).

(8) Convenience Store

- (a) Provide proposed name of store if different than the current name.
- (b) Provide a detailed written description of the proposed merchandising concept for the store, including illustrative sketches, renderings and/or floor plans.
- (c) Provide a list of product categories for the store, with projected percentage of each category's sales to the store's overall annual gross sale and a

complete list of merchandise and products proposed to be sold within each category, including selling price.

- (d) Provide pricing based on three options: (1) "Current" prices for like items; (2) "Proposed" prices comparable to similar institutions in Washington, D.C. serving similar customer demographics; and (3) prices for the optional submittal "Renovated". Indicate if the prices quoted will be the actual prices when you start service or if the pricing is subject to change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes. Use pricing submittal forms provided in Sections J.7.17 and J.7.18.
- (e) Confirm that you will maintain the current hours of operation. If extended hours are proposed they can be discussed but proposal must be based on current days and hours of operation.
- (f) Provide proposed staffing plan including job descriptions, daily hours and pay levels.
- (g) Describe orientation and training provided for your staff and your company's standards and requirements for attire, grooming and handling of customers.
- (h) If you will be renovating the shop(s) provide a detailed plan, sketches, renderings, etc. and confirm that your company will make the required capital investment for the fixtures, point of sale equipment and interior finishing that is required consistent with the appropriate guidelines. Provide a complete breakdown of the capital investment.
- (i) Describe any techniques you plan to employ to make the shopping experience positive and meaningful for the visitor.
- (j) Confirm your agreement to continue the Debitek card policy or similar program, which is currently in place for House. Participants receive a 10 percent discount when loading cash value onto the cards. Indicate how your company will handle this policy, where cards can be purchased, Intranet applications and any suggested enhancements in the Entities.
- (k) Indicate whether your company would propose the use of bank debit cards, credit cards, etc. at any of the points of sale; submit your proposal being sure to indicate, if used in a cafeteria, for example, how this would not slow customer service through the POS systems.

(9) Vending Machines

In Section J.7 are forms to complete with product selection, pricing and commission structure. Note that your "Current" proposal must be based on the

current number, type of machines, locations, portions, etc. The submittal forms "Renovated" for the House and Senate are also included where you can provide suggested changes/modifications to the "Current" conditions and to your "Proposed" scenario. There is no requirement to propose renovations or modifications to vending equipment, locations, or spaces but "Current" and "Proposed" submittals are required describing your company's vending program according to the subjects listed below. Provide the following:

- (a) Description of the equipment, products and variety based on as-is or "Current" conditions:
 - 1) Provide equipment brochures. It is preferred that all equipment be factory new. All equipment must comply with all applicable regulations covering health, sanitation and safety, including NSF and NAMA.
 - 2) If used equipment is proposed quantify the financial benefits and describe of the age and condition of the proposed equipment. If used, the maximum age permitted is five years and all machines must have new coin/bill mechanisms.
 - 3) List all menu items, prices and portion sizes vended in machines. Pricing to be provided as follows: "Current" pricing and portions; "Proposed" pricing and portions, reflecting changes to "Current"; and "Renovated" pricing and portions, reflecting changes to "Current" pricing, portions, item selection, and facilities/equipment.. Use forms in J.7 to respond to this item.
 - 4) Machine capacity by product category (i.e., total cans, candy, gum, etc.)
 - 5) Provide any proposed pricing changes to the current pricing.
 - 6) Confirm bill acceptor on all machines.
 - 7) Confirm debit or credit card capability to tie in to Debitex or similar program available elsewhere for other points of sale.
 - 8) Provide machine color/fronts if available.
 - 9) Provide a separate color rendering/sketch area in each building, if applicable.
- (b) Indicate on-site service frequency Monday through Friday; number of days per week and describe schedule of refilling the vending machines
- (c) Describe the method for handling customer refunds on same day or within 24 hours.
- (d) Provide guaranteed response times when called for repair or service.

your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes.

- (n) Describe proposed changes to the "Current" vending conditions in a detailed submittal, addressing two additional scenarios:
 - Proposed changes in products, prices and/or portions ("Proposed"); and
 - Proposed changes in products, prices and/or portions, and vending machine renovations/changes – quantity, type, location of machines ("Renovated" – *optional*).

Items (a) through (m), above, should be addressed for each scenario. Include in your submittal a matrix of all House and/or Senate vending locations reflecting "Current" conditions, your "Proposed" vending program, and your "Renovated" vending program (*optional*), clearly indicating where changes are proposed. This matrix (see sample format in Exhibit J.5.12) should include all vending machine locations, number and type of equipment at each location, and any/all pricing and other changes.

- (o) Provide a financial and/or operational explanation for any proposed changes detailed in (n) above.

(10) Alcoholic Beverage Services

- (a) Provide a description of your company's policies and staff training procedures related to responsible alcoholic beverage service and sales.
- (b) Indicate if you or your company has ever been involved in litigation related to the service, sale or consumption of alcoholic beverages, and if it has, provide complete details.
- (c) Indicate if your company has had an alcoholic beverage license suspended or revoked within the past five years and if it has, describe the circumstances and what action your company took to prevent reoccurrence.

(11) Exclusive Rights

- (a) Confirm that you agree that if the Entities negotiate any exclusive rights agreements with food and/or beverage manufacturers/distributors the Contractor is required to use the contract, products and services covered under such agreement, but shall not incur any financial hardship.

(12) On-site Management and Organization

- (a) Provide an organization chart of on-site management structure covering all services provided by your company at Capitol Hill. IMPORTANT NOTE: THERE ARE THREE DISTINCT CLIENT ENTITIES COVERED UNDER THIS RFP. THESE ENTITIES ARE THE U.S. HOUSE OF REPRESENTATIVES, THE U.S. SENATE AND THE CAPITOL VISITOR CENTER THAT WILL BE MANAGED SEPARATELY. IF YOUR COMPANY IS AWARDED A CONTRACT FOR ALL SERVICES, YOUR COMPANY WILL BE REPORTING TO THREE DISTINCTLY SEPARATE ENTITIES AND THEIR LIAISONS.